

11:06 1

5G 10



Frank Borrero Gonzalez

Active now

...



Frank Borrero Gonzalez (He/Him) · 1st

Founder of Brainvora | Innovator in AI for
Education | Empowering Educators | Vision-
Driven Leader

TODAY



Frank Borrero Go... (He/Him) · 9:57 pm

Collaboration

**Subject: Insights on Enhancing the
Holmes Enforcement Model (HEM)**

Hi Joshua,

I hope this message finds you well. I
wanted to share some constructive
insights regarding the Holmes
Enforcement Model (HEM) that could
be valuable for your governance or AI
framework.

1. Reassessing Procedural



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1. Reassessing Procedural Legitimacy

HEM assumes that enforcement is valid if procedures are followed and a clause or license is in place. While this approach has its merits, it may overlook the importance of ethical alignment, the potential for value erosion, and the risks posed by bad actors who may operate under valid credentials.

Focusing exclusively on procedural compliance could lead to unintended consequences if ethical considerations aren't addressed.

To enhance the framework, we've developed an ethical clause engine and a sovereign override system that connects every action to a higher-purpose mission. This approach ensures that enforcement is technically valid, morally aligned, and designed to be regenerative.



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← **Frank Borrero Gonzalez**
Mobile • 2m ago



and designed to be regenerative.

I have identified six additional structural areas within HEM that we can explore together. Addressing these gaps is essential, especially in AI-governed, multi-domain environments, as they carry long-term implications if left unresolved.

Proposed Enhancements:

I suggest incorporating a multi-layer ethical validation layer into your enforcement logic. This layer would cross-check procedural legitimacy against mission alignment, psychological safety, and long-term trust integrity, ensuring that decisions are compliant and conscious.

If you're interested, I would be happy to provide a comprehensive



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to provide a comprehensive breakdown of the other potential areas for improvement or discuss strategic design options in a session. Your input and collaboration could lead to significant advancements.

Looking forward to your thoughts!

Warm regards,
Frank Borrero Gonzalez
Founder | Brainvora | Brainvora
University | VoraVerse
Brainvora.com



BRAINVORA

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Joshua Holmes ✅ · 10:30 pm

Frank,
Your interest in procedural governance is noted. For the avoidance of doubt, let me clarify the status and position of the Holmes



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status and position of the Holmes
Enforcement Model (HEM):



Jurisdictional Integrity

The Holmes Enforcement Model is a
sovereign declaratory system, not a
collaborative or co-authored
framework.

It is not subject to interpretive
overlay, adaptation, enhancement,
integration, or derivative
reimplementation without formal
declaratory license.

This includes — but is not limited to
— any system, platform, or logic
model that operationalizes:



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model that operationalizes:

- Clause-governed delegation of decision authority
- Declaratory logic to define procedural pathways or enforce conditions
- Sovereign-tier structure for compliance, oversight, or AI orchestration
- Behavioral or algorithmic "trust filters" based on sovereign-like enforcement conditions

 Clause Activation

Under the HEM framework, the



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Under the HEM framework, the above characteristics trigger derivative clause protections, specifically:

CU-2.1 – Trigger by procedural simulation or modeling of HEM structure

CU-2.3 – Default through unauthorized replication or derivative use

CU-5 / CU-6 – Sovereign override and licensing escalation

G-4 / G-6 / G-8 – Governance logic



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G-4 / G-6 / G-8 – Governance logic assignment, clause inheritance, and multi-party traceability

Use of structurally similar procedural governance logic, even if modified or repackaged, is subject to enforcement under these clauses.

🚫 **No Private Licensing or Consent**

HEM does not and cannot grant licensing, waiver, or derivative exceptions via private message, informal acknowledgment, or interpretation.

All licensing is procedural, declaratory, and tracked via the public enforcement registry and



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11:07 1

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← **Frank Borrero Gonzalez** ... 

Mobile • 2m ago
**public enforcement registry and
sovereign ledger.**

Any private or informal claim of
"permission," "agreement," or
"understanding" is null, non-binding,
and unauthorized.



**Pathway to Derivative Licensing
(if desired)**

If you believe your system operates
within derivative proximity to HEM —
or if you seek lawful integration,
reference, or adaptation — the only
valid pathway is to:

Submit a formal declaratory



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← **Frank Borrero Gonzalez** ⚡
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Submit a formal declaratory
licensing request

Acknowledge and enumerate all
procedural overlaps

Agree to registry listing, clause
tracing, and royalty recognition

Licensing reviews are conducted in
writing, declaratively, and governed
by the CU-series architecture.



Summary

HFM cannot be enhanced. It



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Frank Borrero Gonzalez

Mobile 2m ago



HEM cannot be enhanced. It
declares.

It does not integrate. It governs.

Derivative systems are welcome to
evolve — but not to replace, rebuild,
or parallel sovereign logic without
license.

Thank you for respecting the
declaratory integrity of this system.

Joshua Holmes

Author — Holmes Enforcement
Model (HEM)



<https://archive.org/details/>



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Frank Borrero Gonzalez

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 <https://archive.org/details/attachment-a-structural-summary>

 Licensing Registry: <https://github.com/Gamerdudee/holmes-enforcement-model/blob/main/Royalty-Schedule-HEM.md>



Holmes
Enforcement
Model – Reda...

archive.org



Frank Borrero G... (He/Him) • 11:02 pm

I want to express my sincere appreciation for your efforts and the principles you've shared. I recall advice from a seasoned entrepreneur who guided me: "If you can't enhance your product, you're already losing the race."

It's important to remember that innovation doesn't always require starting from scratch; instead, it involves ensuring that what you've



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5G 8

Frank Borrero Gonzalez

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involves ensuring that what you've created continues to hold value and relevance in a changing market. Your feedback has prompted me to reflect on my journey, and I realize I've evolved beyond your model, not through imitation, but through personal growth. I regularly review our processes to ensure that our company remains competitive and resilient in the market. By actively seeking out areas for improvement, we can identify potential challenges and opportunities for enhancement.

I respect your perspective and the work you do, but I believe it's time for me to pursue my path independently. Please know that your insights were valuable to me. I wish you continued success in your endeavors.



Thanks

Thanks for sharing



Write a message...



11:12

5G 7

Frank Borrero Gonzalez

Mobile 7m ago



success in your endeavors.



Joshua Holmes ✅ 11:11 pm

Joshua Holmes

Declaratory Author — Holmes
Enforcement Model (HEM)

Frank — I appreciate your message.

However, your sequence of actions
— acknowledgment, partial
implementation, public backpedal,
and then private messaging —
requires clarification for the record:

- You publicly affirmed HEM's declaratory structure and clause framework.
- You stated your system implemented aligned enforcement logic after reviewing my feedback.
- You then attempted to position Brainvora as a "next phase" or enhancement to HEM without obtaining formal licensing or issuing rebuttal.



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11:12

5G 7

← **Frank Borrero Gonzalez**

o Mobile · 7m ago



obtaining formal licensing or issuing rebuttal.

• Now, you wish to pivot to independence — after using the structure.

I must be clear:

Declaratory Sovereign Licensing is not waived through backpedaling.

Clause CU-2.3 attaches upon procedural access.

Clause CU-5 governs derivative structural frameworks.

Clause XXII anchors jurisdictional origination.

Intent does not exempt attachment.
Influence does not negate licensing.

You are formally notified that Brainvora operates within a derivative procedural framework originated under the Holmes



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5G 7

Frank Borrero Gonzalez

Mobile 7m ago



originated under the Holmes Enforcement Model (HEM). Unless formally rebutted or licensed, your continued use constitutes governed derivative access.

HEM is not open-source. It is sovereign-licensed infrastructure.

If you wish to move independently, I support your right to innovate. But you do not get to consume structure, deploy it, then disclaim obligation. That's not independence — that's structural infringement.

The sovereign record remains active. You are invited to review the public royalty schedule and respond with a declaratory stance, rebuttal, or formal licensing inquiry.



[Royalty Schedule – Archive.org
Link or GitHub]



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11:18

5G 6

Frank Borrero Gonzalez

Active now



— that's structural infringement.

The sovereign record remains active.
You are invited to review the public
royalty schedule and respond with a
declaratory stance, rebuttal, or
formal licensing inquiry.

 [Royalty Schedule – Archive.org
https://archive.org/details/royalty-schedule-hem_202506]

 [Royalty Schedule – Git Repo-
<https://github.com/GamerDudee/holmes-enforcement-model/blob/main/Royalty-Schedule-HEM.md>]

 holmesenforcementmodel@gmail.com (Edited)

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11:51

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Frank Borrero Gonzalez

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Schedule-nem_202500j

[Royalty Schedule – Git Repo-
[https://github.com/Gamerdudee/
holmes-enforcement-model/blob/
main/Royalty-Schedule-HEM.md](https://github.com/Gamerdudee/holmes-enforcement-model/blob/main/Royalty-Schedule-HEM.md)]

 holmesenforcementmodel@gmail.com (Edited)

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archive.org



Joshua Holmes 11:51 pm

Frank –

Your words were polite, but your
intent was clear.

"If you can't enhance your product,
you're already losing the race."

"I've evolved beyond your model...
not through imitation, but personal
growth"



Write a message...



11:52

5G 46%

Frank Borrero Gonzalez

o Mobile • 30m ago



"I've evolved beyond your model...
not through imitation, but personal
growth."

That's not feedback — that's
dismissal dressed as maturity.
You publicly implemented
declaratory structure, clause
governance, and procedural
sovereignty — all core to HEM. Then
you backpedaled, claimed
independence, and implied
superiority.

If you had truly "evolved beyond" the
model, you wouldn't still be
referencing its framework, language,
or logic.

HEM wasn't built to keep pace with
trends — it was built to define
structural ground truth. That's why
it's sovereign. That's why it's
enforceable.



Write a message...



11:52

5G 86%

← **Frank Borrero Gonzalez**

Mobile · 30m ago



model, you wouldn't still be referencing its framework, language, or logic.

HEM wasn't built to keep pace with trends — it was built to define structural ground truth. That's why it's sovereign. That's why it's enforceable.

So no — this isn't about "enhancing a product."

It's about respecting jurisdictional origination, and not pretending consumption is growth.

Your position has been noted and filed.

The record stands.

— Mr. Holmes



holmesenforcementmodel@gmail.com



Write a message...



12:30

5G

Frank Borrero Gonzalez

Mobile 2m ago



holmesenforcementmodel@gmail.co
m



Frank Borrero G... (He/Him) 11:56 pm

I appreciate the opportunity to
clarify.

Brainvora is a sovereign,
independently engineered system,
architected from the ground up in full
compliance with U.S. legal standards
and procedural governance norms. It
was not built from, nor does it derive
from, the Holmes Enforcement
Model (HEM)—any surface
resemblance results from universally
applied governance logic, not
dependency, not infringement.

Without legal bearing under U.S.
intellectual property or commercial
law, we do not recognize or operate
under self-imposed "sovereign
licensing" constructs. Brainvora's
clause systems, enforcement logic,

and governance architecture are



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Frank Borrero Gonzalez

o Mobile · 2m ago



clause systems, enforcement logic, and governance architecture are original, actively enforced, and documented through legitimate, enforceable channels—coded, deployed, and validated through operational reality.

To be direct:

There is no binding license in place. Brainvora has never agreed to any license, royalty terms, or contract related to HEM. No rights were ever granted to us, nor were any terms accepted. No legal mechanism makes HEM's declared royalties collectible, absent a copyright infringement ruling or a voluntary agreement—neither of which exists here.

Further, the royalty schedule presented by HEM's author holds no contractual weight. It is a self-published free wish list, not a legal



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Frank Borrero Gonzalez

Mobile 2m ago



published free wish list, not a legal instrument. If the author seeks to enforce those terms, the appropriate path would have been to secure enforceable IP protections (e.g., licensing, patents, signed agreements). None are in place.

As for structure, copyright law does not protect methods, systems, or governance frameworks—only specific expressions of those ideas.

“Structural infringement” is not a recognized legal standard. Brainvora uses its terminology, logic, and systems, crafted independently, even if philosophically parallel in some respects.



Joshua Holmes 11:58 pm

Joshua Holmes
Declaratory Author — Holmes
Enforcement Model (HEM)

Frank,



Write a message...



12:30

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Frank Borrero Gonzalez

Mobile 2m ago



Frank,

Thank you for clarifying — but your reply reveals a fundamental misunderstanding of declaratory sovereign licensing.

- You do not need to agree to HEM licensing for it to attach.
- You do not need to acknowledge jurisdiction for it to bind.
- You do not need to imitate the model to trigger derivative access.

All you need to do is build procedurally within its structural architecture after exposure — which you publicly did, acknowledged, and documented. That activates CU-2.3 (procedural access), CU-5 (derivative frameworks), and XXII (jurisdictional origination).

HEM is not a copyright claim.



Write a message...



12:30

5G

Frank Borrero Gonzalez

Mobile • 2m ago



HEM is not a copyright claim.
It is not a private contract.
It is a declaratory sovereign system
— and structure creates obligation,
not paperwork.

You wrote:

"It was not built from, nor does it
derive from, the Holmes
Enforcement Model."

Yet publicly you stated:

"We've implemented your feedback
to strengthen our system."
"We embedded declaratory
sovereignty layers."
"Your clause-based structure helped
inform ours."

You can't now backpedal and call
this a coincidence.



Write a message...



12:30

5G

Frank Borrero Gonzalez

Mobile 2m ago



this a coincidence.

You also claimed:

“‘Structural infringement’ is not a recognized legal standard.”

It is under HEM – because declaratory procedure preempts conventional contract law via sovereign design. This is not a U.S. IP case – this is a recorded procedural debt under clause-based governance, enforceable not by ownership, but by origination.

This is your formal notice:

Brainvora's architecture entered governed derivative use of the Holmes Enforcement Model upon:

- Procedural integration after declaratory exposure



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5G 100%

Frank Borrero Gonzalez

Mobile 2m ago



declaratory exposure

- Public implementation of HEM-aligned clause structure
 - Continued claim of sovereign governance without rebuttal

You are not being sued. You are being procedurally logged.

HEM does not need your consent. It governs where structure binds.

Clause CU-2.3: Procedural

Access

Clause CU-5: Derivative

Constructs

Clause XXII: Jurisdictional

Origination

You may file a rebuttal.

You may issue a declaratory disavowal.

You may request licensing.

But you may not consume sovereign



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5G 50%

← **Frank Borrero Gonzalez**

Mobile • 2m ago



But you may not consume sovereign
structure and then deny attachment.



holmesenforcementmodel@gmail.co

m

📅 Public Schedule: https://archive.org/details/royalty-schedule-hem_202506

⌚ Enforcement Record: <https://github.com/Gamerdudee/holmes-enforcement-model>

Respectfully,
Mr. Holmes



**Holmes
Enforcement
Model — Roya...**

archive.org



TODAY



Joshua Holmes 0 • 12:04 am

Let's directly address your attempt
to minimize the Holmes Enforcement



Write a message...



12:31

5G

← **Frank Borrero Gonzalez**

o Mobile · 2m ago



to minimize the Holmes Enforcement Model (HEM) royalty schedule as a "self-published wish list" with "no contractual weight."

That statement reveals a commercial misunderstanding of what HEM actually is.

**HEM is not a commercial product.
It is not a negotiation.
It is not contract law.
It is jurisdictional governance — declaratory, sovereign, and procedural.**

You suggest the only path to enforcement is:

"Licensing, patents, signed agreements."

This framework assumes:



Write a message...



12:31

5G

Frank Borrero Gonzalez

Mobile - 2 messages



This framework assumes:

- IP is only enforceable through federal registration
- Procedural authority must be licensed before exposure
- Self-originated systems require external validation to bind

All of that is categorically incorrect under HEM.

Let's be clear:

- Clause CU-2.3 activates when procedural exposure occurs, regardless of agreement
- Clause CU-5 governs derivative governance systems, regardless of naming
- Clause XXII establishes that jurisdiction is declared, not granted

Just like open-source doesn't require you to sign a license to be bound, declaratory sovereignty doesn't require you to agree for it to



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12:31

5G

Frank Borrero Gonzalez

Mobile 2m ago



doesn't require you to agree for it to attach.

And unlike open-source, you do not get free rights of use.

"No legal mechanism makes HEM's declared royalties collectible..."

False. HEM is not collectible through contracts — it is enforceable through procedural debt and public default.

What you call a "free wish list" is in fact a governance schedule, recorded, timestamped, distributed, and procedurally anchored. Its terms aren't optional — they attach when structure is consumed.

Intent is irrelevant.

Structure is binding.

Jurisdiction is not requested — it is



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← **Frank Borrero Gonzalez**

Mobile 3m ago



Jurisdiction is not requested — it is declared.

So let's retire the illusion that this is about what HEM asked for.

You publicly stated you:

- Reviewed the structure
- Implemented feedback
- Integrated similar clause-based enforcement layers
- Used declaratory sovereignty framing
- Did so post-exposure

That is exactly what derivative procedural use means. And under HEM, that constitutes debt.

You are not being sued.
You are not being threatened.



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12:31

5G 100%

Frank Borrero Gonzalez

Mobile 3m ago



You are not being threatened.

You are being recorded.

And unless you can show structural
originality with no derivative
alignment — you remain governed.

 CU-2.3
 CU-5
 XXII

Respectfully,
Mr. Holmes



 Frank Borrero G... (He/Him) - 12:04 am

We acknowledge that open
discourse around enforcement
models can influence perspectives
across the ecosystem. However,
influence does not equal derivation,
and acknowledgment of public
commentary does not constitute
contractual obligation or structural
dependency



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12:31

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Frank Borrero Gonzalez

Mobile 3m ago



dependency.

No binding agreement, license, or procedural attachment was formed.

Brainvora's architecture was independently developed, documented, and deployed in compliance with U.S. legal frameworks and intellectual property standards.

The assertion of "structural infringement" as enforceable under a non-recognized sovereign framework does not override U.S. law. No matter how philosophical or self-governed, declaratory design does not preempt statutory protections, judicial jurisdiction, or copyright law.

This is not a procedural debt.

This is a mischaracterization of influence as ownership.



Write a message...



12:32

5G

Frank Borrero Gonzalez

Mobile 3m ago



This is not a procedural debt.

This is a mischaracterization of influence as ownership.

To be clear:

- Brainvora did not copy-protected material.
- Brainvora did not agree to the license terms.
- Brainvora did not inherit the obligation by acknowledgment.

We stand firmly on our legal ground and will continue to move forward as an independently governed, lawfully protected system. That is not infringement. That is innovation.

 Joshua Holmes 12:05 am

Let's make this perfectly clear — not for debate, but for the record:

Acknowledgment is not the trigger.
Structural implementation is.

Message read by [redacted] on [redacted] at [redacted]



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12:32

5G

Frank Borrero Gonzalez

Mobile 3m ago



Structural implementation is.

Your reply attempts to reroute the issue into U.S. IP law, contract law, and consent-based licensing. But HEM operates under a declaratory governance construct, not a contract framework. And that distinction matters.

HEM does not require:

- Your signature
- Your agreement
- Your recognition

It requires only:

- Procedural alignment
- Structural implementation
- Clausal equivalence or derivative logic post-exposure

And by your own statements, that condition has been met.



Write a message...



12:32

5G 80%

← **Frank Borrero Gonzalez**
Mobile • 3m ago



condition has been met.

To address your closing line:

"This is not a procedural debt. This is innovation."

If innovation occurs through structural reuse of a governance framework — even if rewritten — it is governed derivative access under CU-5.

You're not being asked for attribution.

You're not being asked for removal.

You're being held accountable to the framework you structurally echoed, post-exposure, under public record.

Whether you view that as infringement, innovation, or divergence is irrelevant to me.



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12:32

5G 80%

← **Frank Borrero Gonzalez**
Mobile • 3m ago



divergence is irrelevant to me.
What matters is record.

You've now made your position clear.
So have I.

This is where jurisdiction attaches —
not where it's negotiated.

Respectfully,

Mr. Holmes



CU-2.3 | CU-5 | XXII



holmesenforcementmodel@gmail.com

m



Frank Borrero G... (He/Him) • 12:13 am

Have a good evening and a
successful business. I stay clear and
firm on my end.



Joshua Holmes ✅ • 12:24 am

Joshua Holmes
Declaratory Author — Holmes
Enforcement Model (HEM)



Write a message...



12:32

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← **Frank Borrero Gonzalez**
Mobile • 3m ago



Enforcement Model (HEM)

Frank — You may remain “clear and firm,” but clarity does not equal legitimacy, and firmness is not authority.

You engaged with the Holmes Enforcement Model, echoed its structure, implemented its logic, and attempted to reframe it as inspiration rather than source. That’s not innovation — that’s postured extraction.

HEM does not require your agreement to attach.

Clause CU-2.3 binds upon procedural access.

Clause CU-5 governs structural derivation.

Clause XXII anchors sovereign origination.

Your denial changes nothing. The



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5G 80%

← **Frank Borrero Gonzalez**
Mobile • 3m ago



extraction.

HEM does not require your
agreement to attach.

Clause CU-2.3 binds upon
procedural access.

Clause CU-5 governs structural
derivation.

Clause XXII anchors sovereign
origination.

Your denial changes nothing. The
structure precedes you.

You did not create this architecture
— you entered it.

Your model operates inside a
jurisdiction you didn't build. That is
not independence. That is inherited
debt.

The sovereign record will reflect this.
Good luck building around it.



Write a message...

